

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

JOHN HANCOCK LIFE INSURANCE)
COMPANY, JOHN HANCOCK)
VARIABLE LIFE INSURANCE)
COMPANY, and MANULIFE)
INSURANCE COMPANY (f/k/a)
INVESTORS PARTNER LIFE INSURANCE)
COMPANY),)

CIVIL ACTION NO. 05-11150-DPW

Plaintiffs,)
)

v.)
)

ABBOTT LABORATORIES,)
)

Defendant.)

**PLAINTIFFS' ASSENTED TO MOTION FOR
IMPOUNDMENT OF CONFIDENTIAL INFORMATION**

Pursuant to Local Rule 7.2, Plaintiffs John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, and Manulife Insurance Company (f/k/a/ Investors Partner Life Insurance Company) (collectively, "John Hancock" or "Plaintiffs") respectfully move this Court for leave to file the following documents under seal until further Order of the Court:

1. Plaintiffs' Motion to Compel Defendant to Produce Documents and Provide Substantive Responses to Certain Interrogatories (the "Motion");
2. Plaintiffs' Memorandum in Support of Motion to Compel Defendant to Produce Documents and Provide Substantive Responses to Certain Interrogatories (the "Memorandum");

3. Proposed Order to Compel Defendant to Produce Documents and Provide Substantive Responses to Certain Interrogatories (the "Proposed Order"); and
4. Affidavit of Richard C. Abati, dated September 26, 2006, and supporting exhibits (collectively, the "Abati Affidavit").

The grounds for this motion are:

1. This action arises out of a certain Research Funding Agreement, (the "Agreement") dated March 13, 2001 between John Hancock and Abbott Laboratories ("Abbott"). The Agreement is, by its terms, confidential.

2. The Motion, Memorandum, Proposed Order, and Abati Affidavit rely upon and discuss the confidential terms of the Agreement.

3. The Agreement also forms the basis for John Hancock's claims in the related action captioned *John Hancock Life Ins. Co., et al. v. Abbott Laboratories*, Civil Action No. 03-12501-DPW ("*Hancock I*").

4. The terms of the Agreement may not be disclosed without the prior consent of the non-disclosing party. Throughout this action as well as *Hancock I*, the Agreement has not been publicly disclosed.

5. In compliance with Local Rule 7.1(A)(2), John Hancock has sought and obtained the consent of Abbott to this Motion for Impoundment of Confidential Information.

WHEREFORE, John Hancock respectfully requests that the Motion, Memorandum, Proposed Order, and Abati Affidavit be impounded until further Order of the Court. In addition, John Hancock respectfully requests that the Court accept these documents provisionally under Seal pending the Court's ruling on this Motion. Upon termination of the impoundment period, John Hancock will retrieve and take custody of the Motion, Memorandum, Proposed Order, and Abati Affidavit.

Respectfully submitted,

JOHN HANCOCK LIFE INSURANCE
COMPANY, JOHN HANCOCK VARIABLE
LIFE INSURANCE COMPANY AND
MANULIFE INSURANCE COMPANY

By their attorneys,

/s/ Joseph H. Zwicker

Brian A. Davis (BBO No. 546462)

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Date: September 26, 2006

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and that paper copies will be sent to those non-registered participants (if any) on September 26, 2006.

/s/ Joseph H. Zwicker

Joseph H. Zwicker